

COLLECTIVE AGREEMENT

between



and

United Food and Commercial Workers
Canada Union, Local No. 401

April 1st, **2023** – March 31st, **2025**

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- Between -

Bloom Limited Partnership
o/a AgeCare Riverview

(hereinafter called the “Employer”)
PARTY OF THE FIRST PART

- And -

United Food and Commercial Workers
Canada Union, Local No. 401

(hereinafter called the “Union”)
PARTY OF THE SECOND PART

AGREEING that the primary purpose of the Employer is to provide the community with efficient, competent Nursing Home services, NOW THEREFORE, the **Parties** hereto agree as follows:

Article 1 – Preamble

1.01 It is the purpose of both **Parties** to this Agreement:

- (a) To maintain a harmonious relationship between the Employer and the Union;
- (b) To recognize the value of joint discussions and negotiations;
- (c) To encourage efficiency in operations;
- (d) To provide a mechanism for the amicable adjustment of grievances which may arise; and
- (e) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable

environment, treating them and their families with the respect and dignity they deserve.

Article 2 – Management Rights

2.01 The Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer unless modified by the terms of this Agreement. Without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety, comfort of the residents in the Home and have the operational right to ensure resident care is the main priority;
- (b) To maintain order, discipline, efficiency, and in connection there with to establish and enforce reasonable rules and regulations, provided that they shall not be inconsistent with the provisions of this Agreement;
- (c) To hire, transfer, layoff, recall, promote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion on a rational basis of the Employer;
- (d) To have the right to plan, direct, and control the work of the employees and the operations of the Home. This

includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary;

- (e) The above rules and regulations will be posted on the employee's Bulletin Board with a copy supplied to the Union Committee. The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment, the Union will be advised by providing a copy of such policy.

Article 3 – Recognition and Negotiation

- 3.01 (a) The Employer recognizes the Union is the sole bargaining agent for all employees except the following: Supervisors, employees above the rank of Supervisor, all office and clerical employees, Dietitian, Registered Nurses, Students, Recreational Therapists, and all Professional Staff (including Occupational Therapists and Physiotherapists).
- (b) Casual employees shall be covered only by the following provisions of the Collective Agreement:

Article 4	No Discrimination/Harassment
Article 5	Union Membership and Check-Off
Article 6	Hours of Work
Article 7	Overtime
Article 9	Seniority
Article 10	Promotions and Staff Changes
Article 13	Annual Vacation
Article 14.06	Stat Holidays
Article 17.03	Job Classification
Article 17.04	Job Classification
Article 18	Payment of Wages

Article 25.06 In-Service and Committee Meetings at regular rates of pay.

- 3.02 All correspondence between the **Parties** arising out of this Agreement or incidental thereto shall pass to and from the Executive Director and the Unit Chair of the Union. Further, Management will send copies of the above correspondence to the full-time staff person of the Union.
- 3.03 A representative of the Union or their designate shall have the right to make a presentation of up to thirty (30) minutes at the scheduled orientation for new employees for the purpose of advising the employee of the employee's rights and obligations under this Agreement.
- 3.04 During the term of this Collective Agreement, contracting out will not be the cause of layoff of employees whose work for the **Employer** is governed by this Collective Agreement.

Article 4 – No Discrimination/Harassment

- 4.01 There shall be no discrimination, restriction, or coercion exercised or practiced by either party in respect of any employee by reason of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place or origin, marital status, sexual orientation, gender expression, gender identity, source of income, or family status as provided by the **Alberta Human Rights Act** nor by reason of membership or participation or non-participation in lawful activities on behalf of the Union.
- 4.02 The Union and the Employer recognize the right of the employees to work in an environment free from harassment or discrimination. The Employer may discipline for just cause, any

person employed by the Employer engaging in the harassment or discrimination of another employee.

Article 5 – Union Membership and Check Off

- 5.01 All employees of the Employer covered by this Agreement; shall as a condition of continued employment, become members in good standing of the Union. The Employer will supply a copy of an application (provided by the Union) for Union membership to each new employee hired.
- 5.02 The Employer agrees to deduct on behalf of the Union, when requested in writing, all initiation fees, dues, and assessments from and on behalf of all employees who are members of the Union from the employee's pay cheque each pay period and in a manner which is in keeping with the payroll system of the Employer. The employee's authorization shall be filled out in the first three (3) days of employment. In all instances, such deductions shall be forwarded to the bookkeeper of the Union by the end of the month following the month of collection, together with a list of employees on whose behalf deductions have been made. Such collection shall begin upon commencement of employment.
- 5.03 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the article dealing with Union Security and Dues Check-Off. On commencement of employment, the employee shall be introduced to the Union Steward or Union Representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.

- 5.05 The Employer shall provide the Union with a monthly statement listing the names of all new employees covered by this Agreement hired during the reporting period, their date of hire and the names of all employees who have terminated employment and their termination date per reporting period. Upon a written request of at least seven (7) days, the Employer will provide to the Union, in an electronic format, the current employees' list with names, addresses, phone numbers, and other personal information known to the Employer.
- 5.06 An employee who is temporarily filling an out-of-scope position for up to three (3) months shall continue to have Union dues deducted from their pay cheque and shall be entitled to all benefits and rights afforded by this Agreement.

Article 6 – Hours of Work

- 6.01 It is understood and agreed that the work shall provide for continuous operation Sunday through Saturday.
- 6.02 This Article defines the normal hours of work for a full-time employee and is not a guarantee of work per day or per week or a guarantee of days of work per week. The regular hours of work of an employee shall not exceed seven and one half (7 ½) hours, except in the case of Licensed Practical Nurses, the regular shift is defined as seven and three-quarters (7 ¾) hours in a day.

Part-time employees who are covered by this Agreement may be requested by the Employer to work more than regularly scheduled hours, for example, during the summer months, at Christmas/New Year period and at least on alternate paid holidays, and to replace an employee who fails to report for their scheduled shift, if requested at any of these times.

- 6.03 Days off for full-time employees shall, as much as is possible, be planned in such a manner as to equally distribute weekends.
- 6.04 Requests for specific days off will be submitted in writing or electronically (where the capability exists) to the department Manager or designate Supervisor, two (2) weeks prior to the schedule posting, whenever possible.
- 6.05 An employee shall not be required to work more than six (6) consecutive days. Employees not employed on a full-time permanent basis shall be allowed at least twenty-four (24) consecutive hours of rest each week. Any employee who is scheduled such that the employee is required to work on seven (7) consecutive days shall be entitled to receive payment at one and one-half (1 ½ X) times the employee's regular rate for all hours worked on the seventh (7th) day. It is understood that this provision shall not apply in the event that an other-than full-time employee is called in to work on an unscheduled day and agrees to work the said shift.
- 6.06 Any employee reporting for work on a scheduled shift, and any employee reporting for work in accordance with a call-in for an unscheduled shift, shall be guaranteed work equivalent to the scheduled hours, or the hours for which the employee is called in to work.
- 6.07 On the 15th day of the preceding month the following month's schedule of working hours will be posted. The Employer will notify the employee of any changes made in the schedule.
- 6.08 All employees shall be permitted a fifteen (15) minute rest period, with pay, both in the first half and the second half of a seven and one half (7 ½) hour shift. In any four (4) hour shift they shall be permitted one (**1**) fifteen (15) minute rest period with pay.

- 6.09 Rest periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules.
- 6.10 (a) If two (2) employees' requests for an exchange of shifts results in a conflict with the provision of this Article, then the granting of such requests shall not be a violation of this Agreement nor shall such exchange result in any employee qualifying for overtime pay. The shift exchanges, with the prior written authorization of Management, shall be limited to four (4) per month unless circumstances acceptable to Management allow it. It is further understood that the shift exchanges will only count against the employee that initiates the shift exchange.
- (b) Requests to exchange shifts within posted work schedules must be submitted in writing or electronically (where the capability exists) and co-signed by the employee willing to exchange days off or working shifts and are subject to the discretion of the Employer. In any event, it is understood that such a change initiated by the employee and approved by the Employer will not result in overtime compensation or payment, or any other claims on the Employer by an employee under the terms of this Agreement.
- 6.11 The employee shall have no less than twelve (12) hours off work between shifts, except as mutually agreed otherwise by the employee and Management.

6.12 Weekend Shift Premium

When an employee works a shift that falls within a forty-eight (48) hour period commencing at 2300 hours Friday and ending at 2300 hours Sunday, a weekend premium rate of four (\$4.00) dollars per hour will apply to all time worked during that period.

6.13 Night Shift Premium

When an employee works a shift that falls between 2300 to the following 0700 hours daily, a night shift premium of two (\$2.00) dollars per hour will apply to all time worked during that period.

6.14 Evening Shift Premium

When an employee works a shift that falls between 1500 to 2300 hours daily, an evening shift premium of one dollar twenty-five (\$1.25) cents per hour will apply to all time worked during that period.

Article 7 – Overtime

7.01 Overtime shall be paid for all hours worked in excess of seven and one-half (7 ½) consecutive hours in a shift and/or seventy-five (75) hours biweekly per pay period, exclusive of lunch periods.

For Licensed Practical Nurses, overtime shall be paid for all hours worked in excess of seven and three-quarters (7 ¾) hours in a shift and/or seventy-seven and one-half (77 ½) hours in a biweekly pay period, exclusive of meal periods.

7.02 Overtime shall be paid at a rate of one and one-half (1 ½ X) times the regular rate.

Daily shift overtime is paid at the rate of one and one-half (1 ½ X) times for the first four (4) hours of overtime and double (2X) time for hours worked in excess of four (4) overtime hours.

Overtime rates are calculated on the employee's base rate of pay, excluding shift premiums. In the event of a daily shift overtime condition where double (2X) time takes effect, the double (2X) time rate is not pyramided or compounded into biweekly overtime.

7.03 Overtime must be approved by the department head.

7.04 Call-In

If a full-time employee is called in to work on a shift when they are normally scheduled to be off, they shall be paid at the rate of one and one-half (1 ½ X) times of their regular rate of pay for all hours of work on the day of the call-in.

Should such call-in result in the employee being required to work more than thirty-seven and one half (37 ½) hours in a week, the employee may request that they be granted the equivalent time off, at a time mutually agreeable to the Management and the employee, notwithstanding the provisions of Articles 7.01 and 7.05.

However, should Management and the employee be unable to agree on mutually acceptable time off in lieu, then the Employer may pay the employee at the appropriate rate for time worked, as outlined in Article 7.02.

7.05 By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.

- 7.06 If an employee is required to work in excess of the normal hours of work on the day of a statutory holiday, said pay shall be overtime only and paid at double (2X) the regular rate.
- 7.07 There shall be no pyramiding of any premium pay (overtime, statutory holiday pay, etc.).

Article 8 – Shift Work

- 8.01 When a change is made on the shift schedule of a full-time or part-time employee by the Employer, other than those changes requested by the employee, the employee will be informed and when the change is made with less than three (3) calendar days' notice, the employee shall be paid at one and one-half (1 ½ X) times their regular rate of pay for the first shift of the changed shift schedule.

Article 9 – Seniority

- 9.01 Seniority shall be defined as the total number of paid hours of accumulated service in the Employer's employ within the bargaining unit from the most recent date on which the employee commenced work. Seniority will accrue on the basis of the employee's accumulated hours paid. It is understood and agreed that the accumulation of hours as herein provided shall be the determinant factor in the calculation of vacation with pay entitlement, increment, sick leave entitlement, etc.
- 9.02 (a) Newly hired employees shall be considered on a probationary period of four hundred and eighty-seven and one-half (487 ½) working hours. After completion of the probationary period seniority shall become effective from the last date of hire.

(b) The probationary period may be extended once by the Employer, in writing to the employee, up to a maximum combined probationary period of seven hundred thirty (730) hours, after consultation with the Union. During the extended probationary period, if in the opinion of the Employer the employee is not suitable, the employee may be terminated without notice and without recourse to the grievance procedure. In this situation, the Employer shall not act in a manner that is arbitrary, discriminatory, or in bad faith. During the probationary period employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability.

9.03 (a) An employee shall not lose seniority rights, if absent from work because of sickness or accident. An employee shall retain their seniority rights at the time of going out on layoff or an approved leave of absence but shall not accrue additional seniority rights.

(b) Seniority will continue to accrue during:

- 1) Approved Paid Leave of Absence;
- 2) Paid Sick Leave Days of Absence;
- 3) Paid Vacation;
- 4) Absence when in receipt of Workers' Compensation;
- 5) While on Maternity, Parental, and Jury Leave.

9.04 An employee shall lose seniority and be terminated in the event:

(a) The employee is discharged for just cause and not reinstated.

(b) The employee resigns their employment.

- (c) The employee is absent from work in excess of three (3) days or fails to return to work within three (3) days on the specified date following vacation or suspension, without sufficient cause or without notifying the Employer. The Employer will make reasonable attempts to contact the employee.
- (d) The employee fails to return to work within seven (7) calendar days following a layoff after being notified by the Employer to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. A full-time or part-time employee recalled for work of less than one (1) month, based on the knowledge of the Employer at the time of recall, when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
- (e) The employee is laid off for a period longer than eighteen (18) months.
- (f) The employee fails to return to work on the specified date at the end of a personal leave of absence unless a reasonable explanation is given to the Employer.

9.05 When part-time employees are required to replace full-time employees on a regular basis or perform other additional work on a regular basis, those part-time employees with the highest seniority shall be given the opportunity to work the greatest number of hours provided they have the ability and qualifications sufficient to handle the job.

9.06 A “call-in” is a shift for which an employee is called into work on their assigned day off, in order of seniority, for any extra shift that may become available on short notice where it is less than twenty-four (24) hours and due to circumstances which could

not be prescheduled and was unable to be placed on the schedule.

No employee shall be entitled to overtime under this provision, except as outlined in Article 7.01.

9.07 The Employer agrees to post a seniority list every three (3) months in a calendar year. The first (1st) list is to be posted by April 1st. The second (2nd) list is to be posted by July 1st. The third (3rd) list is to be posted by September 1st. The fourth (4th) list is to be posted by December 1st.

9.08 (a) The Employer has the right to utilize the services of an external agency to provide staff where it deems appropriate to do so. In such circumstances, the Employer will first make reasonable attempts to secure employees from the call-in roster to do the work or endeavor to offer the work to qualified and available full-time employees as overtime.

(b) In the event that an employee can successfully demonstrate that the Employer utilized agency staff without first following the procedure set out under paragraph (a) above, the employee will receive the opportunity to work at applicable rates of pay an equivalent shift(s) that external agency staff was utilized.

Article 10 – Promotions and Staff Changes

10.01 When a vacancy occurs, the Employer shall be at liberty to immediately fill the position temporarily, but shall post a notice of the position on the staff room bulletin board for a minimum of seven (7) days. The successful applicant will be advised accordingly.

10.02 In filling vacancies, the Employer agrees to make such promotion from present personnel on the basis of seniority, ability, and qualifications being sufficient to perform the job. Where ability and qualifications are considered by the Employer to be sufficient, seniority will be the governing and deciding factor. The successful applicant shall fill the vacancy within fifteen (15) business days. The successful applicant shall be placed on a trial period of up to **fourteen (14) calendar days**, conditional upon satisfactory service.

Where the applicant proves satisfactory, they shall be confirmed in the position. The trial period may be extended by the number of working hours absent for any reason during the trial period.

During the trial period, the employee may either:

- (i) return to the employee's former position **if it is still vacant and available**, at the employee's request in writing; or
- (ii) be returned to the employee's former position.
- (iii) **If the employee's former position is no longer vacant, the Employer will endeavor to return the employee to a similar position.**

In the event that an employee returns to their former position pursuant to Article 10.02, the Employer shall repost the resultant vacancy.

In the event that an employee who is awarded the vacancy and prior to commencement of the trial period returns to their former position, the Employer may award the vacancy to the next senior qualified applicant from the original posting where possible.

- 10.03 When a temporary vacancy is expected to be more than eight (8) weeks, the position must first be posted for application by internal candidates. When the successful internal candidate accepts the temporary posting and exits their base position the employee will be restored to their base position upon expiry of the temporary posting.
- 10.04 Employees seeking promotions and temporary vacancies are limited to applying for and being awarded three (3) posted vacancies, either permanent or temporary, within one (1) calendar year. Employees are limited to holding their base position and maximum of one (1) temporary position at one (1) time.
- 10.05 Temporary Interdepartmental Transfer

Where departmental staffing requirements result in a need for relief work, part-time and casual employees who have passed their probationary period and who wish to increase their earnings may request, in writing, available work on a relief basis in their home department and other departments. Provided the part-time or casual employee is suitably qualified and the employment record is satisfactory to the Employer, the employee may pick-up unassigned and available shifts. Such available shifts will be granted first to part-time employees and if all the available shifts are not filled, then to casual employees. In either case, shifts are assigned on the basis of the employee's availability and descending order of seniority.

For operation of this article, if there is any conflict with other department's relief staffing requirements then the employee's home department has first priority. If the home department cannot release the employee on the day when the unassigned shift is planned, then the employee must work the shift in the home department.

Assignment of available shifts under this article will not trigger operation of advance notice requirement of Article 8.01.

Article 11 – Layoffs and Recalls

- 11.01 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority, provided that the remaining employees are willing, able, and qualified to satisfactorily perform the available work if required. Employees shall be recalled in the order of their seniority provided that recalled employees are willing, able, and qualified to satisfactorily perform the available work. Any actions taken by the Employer pursuant to this paragraph will be subject to appeal in accordance with the grievance procedure contained herein.
- 11.02 The Employer shall notify seniority employees who are to be laid off fourteen (14) days before the layoff is to be effective or pay the employees in lieu of scheduled working days for that part of the fourteen (14) days.
- 11.03 Where the Employer finds that it becomes necessary to implement change in any of the work performed by employees covered by this Agreement, the Employer shall make an effort to absorb affected employees into other jobs if possible.
- 11.04 The employee shall give the Employer notice of termination of employment as per the Employment Standards Code.
- 11.05 When a position is eliminated and subsequently reinstated within a one (1) year period the employee whose position was eliminated may revert to the said position provided the employee is a member of the bargaining unit.

11.06 Where a regular position is reduced or eliminated, the affected employee may exercise seniority to bump into the equivalent position held by the most junior employee within the department, provided the senior employee is qualified and the position bumped into is the same FTE status (i.e. within one-tenth (1/10th), or in other words, plus or minus 0.1 FTE).

Article 12 – Leaves of Absence

12.01 Personal Leave of Absence

The employee's immediate Supervisor shall have the discretion to grant or refuse a request for a personal leave of absence, which leave shall be for good and sufficient cause (excluding personal illness. See Article 15.04) provided that the employee receives at least one (1) month's clear notice in writing, where possible, and that such leave may be arranged without undue inconvenience to the normal operations of the home. Applicants when applying must indicate the date of departure and specify the date of return. Employees must utilize vacation days prior to a leave of absence that exceeds seven (7) calendar days.

12.02 Union Leave

Upon written request leave of absence with pay may be given to employees for Union business. The Union agrees in making requests for such leave that it will not unduly affect the proper operations of the Home. However, the Employer agrees that permission for such leave will not be unreasonably withheld. Leave of absence will be granted according to the following:

- (a) No more than three (3) employees may be granted such leave at any one (1) time and no more than two (2) will be

from any one (1) classification, unless otherwise agreed by the Employer.

- (b) The aggregate total of such leave shall not exceed thirty (30) days per person in any calendar year.
- (c) The Union will give fourteen (14) days' notice in writing to the Employer, whenever possible.
- (d) The Employer will continue to pay the employees for the period of leave of absence and then submit an account to the Union for timely reimbursement of the employee's wages and benefits.

12.03 Bereavement Leave

- (a) In the event of death of a family member as defined in Article 12.03 (b) below, an employee will be entitled to receive wage replacement benefits for up to three (3) paid bereavement leave days for regularly scheduled shifts lost from work during the period of mourning, defined as the five (5) unbroken calendar days which commence at the employee's option on either:
 - (i) the day the employee receives notification of the death, or the next calendar day immediately following notification where the employee has completed a partial or whole shift when notification is received; or
 - (ii) the day chosen by reason of religion, custom, tradition or family requirements to commemorate the death with a funeral or memorial service, subject to the provisions of Article 12.03 (c) below and provided that the commemorative event occurs within a reasonable period of time after the actual date of death.

In either case, the employee will notify the Employer of their requirement for time off work prior to their next scheduled shift.

- (b) The following relatives will be recognized for purposes of this leave: mother, father, mother-in-law, father-in-law, brother, sister, legal guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchild.

Bereavement leave in regards to mother, father, spouse, common-law or same sex partner (who have cohabited continuously for a period of not less than one (1) year), children, and step-children will be five (5) days.

- (c) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which they are receiving any other payments such as, but not limited to: holiday pay, vacation pay, sick pay, etc.
- (d) Subject to the approval of the **Executive Director or their delegate**, bereavement leave may be extended by up to two (2) days without pay **where one-way travel that exceeds two hundred and fifty (250) kilometers** from the employee's residence is necessary.
- (e) In the event of the death of an uncle, aunt, niece, or nephew, the employee may request one (1) day leave of absence without pay to attend the funeral.

12.04 Maternity Leave

The **E**mployer will grant a leave of absence for maternity when the employee's written request is accompanied by a certificate from a legally qualified medical practitioner stating that the employee named therein is pregnant, and specifying the

or denied by any formal or technical objection and the Arbitrator shall have jurisdiction to waive procedure irregularities.

19.14 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable upon on all Parties and may not be changed. The Arbitrator shall have authority only to settle grievances under this Collective Agreement and to apply this Agreement to the facts of the grievance(s) involved. The Arbitrator shall have no power to change this Collective Agreement or to alter, modify, or amend any of its provisions, or give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Employer and the Union. However, the Arbitrator shall have the authority to dispose of any grievance by any arrangement **which** it deems just and equitable.

19.15 Disagreement on Decision

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene the arbitration hearing to clarify the decision, which it shall do within seven (7) days.

19.16 Expenses of the Arbitration

Each Party shall pay:

- (a) one-half (1/2) of the fees and expenses of the Arbitrator;
- (b) its own expenses including pay for witnesses.

No cost shall be awarded to, or against, any Party.

19.17 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure are mandatory, however, they may be extended by consent of the **Parties** confirmed in writing. Requests for time limit extensions made in good faith will not be unreasonably denied.

19.18 Witnesses

At any stage of the grievance or arbitration procedure, the **Parties** shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring **Parties** or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Article 20 – Discharge and Discipline

20.01 No employee will be subject to a disciplinary interview or be subject to discipline or discharge except in the presence of a Union Representative.

20.02 (a) *An employee will have the right to be accompanied by a Shop Steward or a Union Officer in a disciplinary meeting or any meeting that may give rise to the discipline of the employee.*

(b) *An employee being interviewed as a witness to an alleged matter which may lead to the discipline of another employee may request to be accompanied by a Shop Steward or a Union Officer, providing doing so*

does not cause a delay in the Employer's investigation or disciplinary meeting.

- 20.03 The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice, except in cases of dismissal for just cause or termination during the probationary period. If by law longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or greater sum paid.
- 20.04 Employees shall give a minimum of two (2) weeks' notice of termination unless otherwise mutually agreed between the Employer and the employee.
- 20.05 Any employee who leaves the Employer's premises during regular working hours without permission from the Executive Director or their immediate Supervisor, shall be subject to discipline.
- 20.06 An employee who has been subject to discipline works their record clear of the discipline after two (2) years of continuous service from the date of the discipline episode, provided there has been no intervening disciplinary action.

Article 21 – Uniform Allowance

- 21.01 The Employer will pay ***ten (\$0.10) cents per hour worked to*** employees for the supply, laundering, and repair of their uniforms.

Article 22 – Salaries and Wages

22.01 The Employer shall implement wages pursuant to Appendix “A” of this Agreement.

22.02 Recognition of Previous Experience Service

The **P**arties agree that for purposes of attracting and retaining employees, recent and relevant experience of new employees hired on or after the date of ratification shall be reviewed for rate adjustments in accordance with the following:

The starting salary of a newly hired employee shall recognize recent and relevant experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter:

<u>Length of Experience</u>	<u>Rate</u>
Less than one (1) year	Start rate
One (1) year experience, with a lapse of not more than one (1) year	One (1) year rate
Two (2) years’ experience, with a lapse of not more than two (2) years	Two (2) year rate
Three (3) years’ experience, with a lapse of not more than three (3) years	Three (3) year rate
Four (4) years’ experience, with a lapse of not more than four (4) years	Four (4) year rate

(a) Provided that not more than four (4) years have elapsed since the experience was obtained, when an employee has

experience satisfactory to the Employer, their starting salary may be adjusted in accordance with the above formula.

- (b) It shall be the responsibility of the employee in (a) above to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and, if the employee fails to do so, they shall not be entitled to any adjustment under **this Article**.

Article 23 – Registered Retirement Savings **Plan**

A registered retirement savings/pension plan, a plan similar to others the Employer has in effect, will be available on a mandatory basis to all employees who have successfully completed probation, other than casual employees who are not eligible for participation in the Plan. Employee and Employer matching contributions will be two and one quarter (2 ¼ %) of employee earnings. Where an employee who is a member of the Plan makes additional voluntary contributions in increments of one and one-half (1 ½ %) percent, through payroll deduction, the Employer will match the employee's additional contributions up to one and one-half (1 ½ %) percent of employee earnings.

Article 24 – Term of Agreement

24.01 This Agreement, unless altered by mutual consent of both **Parties** hereto, shall be in force and effect from and after April 1st, **2023** to March 31st, **2025** and from year to year thereafter unless notification by either **Party** in writing of desire to amend or terminate not more than one hundred twenty (120) days and not less than sixty (60) days prior to the end of the Agreement.

- 24.02 Where notice is served by either **Party** to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed or until either **Party** commences a lawful strike or lockout, whichever comes first.
- 24.03 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in The Alberta Labour Relations Code.

Article 25 – Health & Safety

- 25.01 The Employer and Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.
- 25.02 A joint workplace Health and Safety Committee shall be constituted with representation of up to three (3) bargaining unit members (appointed by the Union) and three (3) Management representatives. This committee shall identify potential dangers; recommend means of improving Health and Safety programs and obtaining information from the Employer or other person representing the identification of hazards and standards elsewhere. The committee shall normally meet **once every (2) months** and scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- 25.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from Management and one (1) appointed by the Union shall conduct monthly inspections of the workplace and equipment and shall report to the Health and Safety

Committee the results of their inspection. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspection. Scheduled time spent in such activities shall be considered time worked.

- 25.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Worker's Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost work days, the number of non-fatal cases that required medical aid without lost work days, the incidence of occupational injuries, and such other data as the Worker's Compensation Board may decide to disclose.
- 25.05 The Union agrees to endeavor to obtain the full cooperation of it's membership in the observation of all safety rules and practices, including fire drills and employees on the premises are required to respond to the Home fire alarm by proceeding directly to their appointed post. Failing to do so may result in disciplinary action.
- 25.06 Employees are required to attend mandatory in-services held by the Employer. Employees are encouraged to be active members as needed on committees like CQI and OH&S. Where such in-services or committee meetings occur outside the employee's working hours, employees shall receive pay at their regular rate of pay for hours so attended, and said hours shall not be considered for overtime purposes.

Article 26 – Workers Compensation

When an employee is absent due to illness or injury which is compensable by Workers Compensation, the following shall apply:

- (a) The Employer shall continue to pay its share of all health and welfare benefits as provided in Article 15 for the duration of the WCB absence up to one (1) year.
- (b) Part-time employees shall pay the pro-rating portion of their benefits same as prior to their injury as set out in (a).
- (c) When the anticipated absence is eight (8) weeks or more the Employer shall post notice of the temporary vacancy in accordance with job posting provisions outlined in this Agreement.
- (d) The injured employee who returns to the workplace within the period of two (2) years from the date of injury shall be returned to their job posting prior to injury if available and able.

Article 27 – Joint Labour Management Committee

The Employer and the Union agree to establish a Joint Labour-Management Committee (JLM) to address issues of concern to employees, the Employer, and the Union.

The meetings will be held once between September and December and once between January and June of each year at a mutually agreed location. Topics of discussion will be provided in advance and will not include discussions of grievances.

The Committee will include two (2) representatives from each the Employer and the Union and up to three (3) bargaining unit employees. Upon mutual agreement, the **P**arties may convene other meetings in addition to those set out above.

This Agreement signed this _____ day of _____, _____.

For the Employer:

For the Union:

Blair Phillips
Senior Vice President –
Human Resources

Sasha-Dawn Lyman
Kim Muncey
Natasha Schmidt
Kyle Sandau
Ricardo de Menezes

This Agreement was ratified on **June 7th, 2024.**

Appendix "A" – Rates of Pay

Appendix "A" Wages-		Current	April 1st, 2023 1.5% increase	April 1st, 2024 1.5% increase
Group IA	Step 1	\$16.95	\$17.20	\$17.46
Dietary Aide	Step 2	\$17.81	\$18.08	\$18.35
Housekeeping Aide	Step 3	\$18.69	\$18.97	\$19.25
Laundry Aide	Step 4	\$19.94	\$20.24	\$20.54
	Step 5	\$20.85	\$21.16	\$21.48
Group IB	Step 1	\$19.20	\$19.49	\$19.78
Dietary Aide	Step 2	\$20.18	\$20.48	\$20.79
Housekeeping Aide	Step 3	\$21.18	\$21.50	\$21.82
Laundry Aide	Step 4	\$22.17	\$22.50	\$22.84
	Step 5	\$23.31	\$23.66	\$24.01
Group IIA	Step 1	\$22.88	\$23.22	\$23.57
With Certification	Step 2	\$24.03	\$24.39	\$24.76
Trained and certified	Step 3	\$25.15	\$25.53	\$25.91
Environmental Services Assistant	Step 4	\$26.28	\$26.67	\$27.07
Group IIB	Step 1	\$22.39	\$22.73	\$23.07

This Agreement signed this _____ day of _____, _____.

For the Employer:

For the Union:

Blair Phillips
Senior Vice President –
Human Resources

Sasha-Dawn Lyman
Kim Muncey
Natasha Schmidt
Kyle Sandau
Ricardo de Menezes

This Agreement was ratified on **June 7th, 2024.**